

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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ATTACHMENT A: LAWS, REGULATIONS, AND DIRECTIVES (DEC 2000)

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

ATTACHMENT A

LAWS, REGULATIONS, AND DIRECTIVES (DEC 2000)

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

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LIST B:

| DOE Order | Title |
|------------------------|---|
| DOE O 110.3A | Conference Management |
| DOE O 130.1 | Budget Formulation |
| DOE O 142.1 | Classified Visits Involving Foreign Nationals |
| DOE O 142.3A, CRD | Unclassified Foreign Visits and Assignments Program |
| DOE O 150.1 | Continuity Programs |
| DOE O 151.1C | Comprehensive Emergency Management System |
| DOE O 153.1 | Departmental Radiological Emergency Response Assets |
| DOE O 200.1A | Information Technology Management |
| DOE O 203.1 | Limited Personal use of Government Office Equipment including Information Technology |
| DOE O 205.1A | Department of Energy Cyber Security Management |
| DOE O 206.1 | DOE Privacy Program |
| DOE O 210.2 | DOE Corporate Operating Experience Program |
| DOE O 221.1A | Reporting Fraud, Waste and Abuse to the Office of Inspector General |
| DOE O 221.2A | Cooperation with the Office of Inspector General |
| DOE O 225.1A | Accident Investigations |
| DOE O 226.1A | Implementation of Department of Energy Oversight Policy |
| DOE O 231.1A, Change 1 | Environment, Safety and Health Reporting |
| DOE O 241.1B, CRD | Scientific and Technical Information Management |
| DOE O 243.1 | Records Management Program |
| DOE O 243.2 | Vital Records |
| DOE O 251.1C | Departmental Directives Program |
| DOE O 252.1A, CRD | Technical Standards Program |
| DOE O 311.1B | Equal Opportunity and Diversity Program |
| DOE O 350.1, Change 3 | Contractor Human Resource Management Programs |
| DOE O 350.2A | Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area |
| DOE O 412.1A | Work Authorization System |
| DOE O 413.1B | Internal Control Program |
| DOE O 413.3B CRD | Program and Project Management for the Acquisition of Capital Assets |
| DOE O 414.1C | Quality Assurance |
| DOE O 420.1B Change 1 | Facility Safety |
| DOE O 425.1D | Verification of Readiness to Startup or Restart of Nuclear Facilities |
| DOE O 426.2 | Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities |
| DOE O 430.1B Change 1 | Real Property Asset Management |
| DOE O 430.2B | Departmental Energy, Renewable Energy and Transportation Management |
| DOE O 433.1B | Maintenance Management Program for DOE Nuclear Facilities |
| DOE O 435.1, Change 1 | Radioactive Waste Management |
| DOE O 442.1A | Department of Energy Employee Concerns Program |
| DOE O 450.1A | Environmental Protection Program |

| | |
|------------------------|--|
| DOE O 451.1B Change 1 | National Environmental Policy Act Compliance Program |
| DOE O 458.1, CRD | Radiation Protection of the Public and the Environment |
| DOE O 460.1C | Packaging and Transportation Safety |
| DOE O 460.2A | Departmental Materials Transportation and Packaging Management |
| DOE O 461.2, CRD | Onsite Packaging and Transfer of Materials of National Security Interest |
| DOE O 461.1B | Packaging and Offsite Transportation of Materials of National Security Interest |
| DOE O 470.2B | Independent Oversight and Performance Assurance Program |
| DOE O 470.3B | Graded Security Protection (GSP) Policy |
| DOE O 470.4A | Safeguards and Security Program |
| DOE O 471.1B | Identification and Protection of Unclassified Controlled Nuclear Information |
| DOE O 471.3, Change 1 | Identifying and Protecting Official Use Only Information |
| DOE O 475.2A, CRD | Identifying Classified Information |
| DOE O 482.1 | DOE Facilities Technology Partnering Programs |
| DOE O 483.1 | DOE Cooperative Research and Developments Agreements |
| DOE O 522.1 | Pricing of Departmental Materials and Services |
| DOE O 534.1B | Accounting |
| DOE O 544.1 | Priorities and Allocations Program |
| DOE O 551.1C | Official Foreign Travel |
| DOE O 580.1 Chg 1 | Department of Energy Personal Property Management Program |
| DOE O 1220.1A Chg 1 | Congressional and Intergovernmental Affairs |
| DOE O 1340.1B | Management of Public Communications Publications and Scientific, Technical, and Engineering Publications |
| DOE O 5400.5 Change 2 | Radiation Protection of the Public and the Environment |
| DOE O 5480.19 Change 2 | Conduct of Operations Requirements for DOE Facilities |
| DOE O 5670.1A | Management and Control of Foreign Intelligence |
| | |

| DOE Manual | Title |
|-------------------------|--|
| DOE M 231.1-1A Change 2 | Environment, Safety and Health Reporting Manual |
| DOE M 231.1-2 | Occurrence Reporting and Processing of Operations Information |
| DOE M 435.1-1 Change 1 | Radioactive Waste Management Manual |
| DOE M 140.1-1B | Interface with the Defense Nuclear Facilities Safety Board |
| DOE M 205.1-3 | Telecommunications Security Manual |
| DOE M 205.1-4 | National Security System Manual |
| DOE M 205.1-5 Adm Chg 2 | Cybersecurity Process Requirements Manual |
| DOE M 205.1-6 Adm Chg 2 | Media Sanitization Manual |
| DOE M 205.1-7 Adm Chg 2 | Security Controls for Unclassified Information Systems Manual |
| DOE M 205.1-8 Adm Chg 2 | Cyber Security Incident Management Manual |
| DOE M 413.3B CRD | Project Management for the Acquisition of Capital Assets |
| DOE M 442.1-1 | Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health |
| DOE M 450.4-1 | Integrated Safety Management System Manual |
| DOE M 460.2-1A | Radioactive Material Transportation Practices |
| DOE M 461.1-1 Change 1 | Packaging and Transfer of Materials of National Security Interest |

| | |
|-------------------------|---|
| | Manual |
| DOE M 470.4-1 Change 1 | Safeguards and Security Program Planning and Management |
| DOE M 470.4-2A | Physical Protection |
| DOE M 470.4-3A | Contractor Protective Force |
| DOE M 470.4-4A | Information Security |
| DOE M 470.4-5 | Personnel Security |
| DOE M 470.4-6 Change 1 | Nuclear Material Control and Accountability |
| DOE M 470.4-7 | Safeguards and Security Program References |
| DOE M 471.1-1 Change 1 | Identification and Protection of Unclassified Controlled Nuclear Information Manual |
| DOE M 471.3-1, Change 1 | Manual for Identifying and Protecting Official Use Only Information |

| DOE Notice | Title |
|-------------------|--|
| DOE N 206.5 | Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information |
| DOE N 234.1 | Reporting of Radioactive Sealed Sources |

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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**ATTACHMENT B: SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN**

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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**ATTACHMENT C: DRAFT PERFORMANCE EVALUATION AND MEASUREMENT
PLAN (PEMP)**

[October 1, 2012 through September, 2013]

DRAFT

Draft PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

OCTOBER 1 (2013) through SEPTEMBER 30, (2014)

Contract No. DE- TBD

SECTION J

ATTACHMENT C

I. INTRODUCTION

This Performance Evaluation and Measurement Plan (PEMP) provides a standard process for development, administration, and coordination of all phases of the fee determination process consistent with Section B.2 of the subject contract.

Fee determinations are not subject to the Disputes Clause of the contract.

II. ORGANIZATIONAL STRUCTURE AND DUTIES

The following organizational structure is established for administering the fee provisions of the contract.

A. Roles and Responsibilities

1. Fee Determination Official (FDO) – Head of Contracting Activity (HCA) or designee. The FDO determines the final performance fee amount based upon all the information furnished and assigns a final percent of performance fee amount earned for the evaluation period. The FDO will notify the CO in writing or via electronic correspondence of his/her final determination of performance fee amount.

2. Carlsbad Field Office Manager

The Carlsbad Field Office Manager or the lead COR will be the point of organizational authority within CBFO for: development and coordination of the PEMP; approval of minor changes to the PEMP; obtaining HCA approval of major changes, if required; performance monitoring; performance validation; performance reporting; and payment of fees related to PBIs. Primary responsibilities are:

- a. Develops and establishes the evaluation criteria and incorporates them into the PEMP.

- b. Assures appropriate coordination of performance expectations and the evaluation criteria with HQ program and policy organizations.
 - c. If required, submits the PEMP and/or the evaluation criteria for necessary HCA approval and headquarters reviews.
 - d. After final approval, forwards the PEMP and/or the evaluation criteria to the Contractor through a contract modification.
 - e. If required, coordinates major changes with the HCA and provides minor changes to performance expectations and the evaluation criteria to the HCA.
- 3. Contracting Officer
 - a. The CO is an advisor in the development and establishment of the Evaluation Criteria and Fee amounts.
 - b. The CO will prepare a letter for the FDO's signature notifying the contractor of the amount of performance fee amount earned for the evaluation period. Additionally, the letter will identify any specific areas of strengths and weaknesses in the contractor's performance.
 - c. The CO will unilaterally modify the contract to reflect the FDO's final determination of performance fee amount. The modification will reflect earned and unearned fee and will be issued to the contractor within 14 days after the CO receives the FDO's decision.
- 4. Carlsbad Field Office COR and Technical Monitors

Technical Monitors are members of the Carlsbad Field Office responsible for the work to be measured by the PBIs that assist the lead COR in carrying out the following responsibilities as requested:

 - a. Develop the evaluation criteria related to assigned area.
 - b. Assist in negotiation of the evaluation criteria and fee allocations with contractor.
 - c. Review Contractor's request for change to the evaluation criteria and recommend approval or disapproval.
 - d. Monitor, evaluate, and assess the Contractor's performance against the PBIs in the PEMP.
 - e. Validate Contractor's performance as it relates to the PBIs.

III. EVALUATION CRITERIA

While PEMP incentives may be unilaterally developed by DOE, a teaming approach between the Carlsbad Field Office and the Contractor provides significant benefits. When incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on

substantive outcomes. A teaming approach enhances communication and partnering between and among the parties, which results in greater trust, openness, alignment, and cooperation for achieving DOE's goals and objectives.

Following each evaluation period, the Contractor may submit a self-assessment within 30 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The FDO will review the Contractor's self-assessment, if submitted, as part of the evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower performance fee amount determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance fee determination.

The performance fee amount will consist of 1) a subjective fee component and 2) a objective fee component. The PEMP has associated PBIs, which are assessed on an objective and subjective basis (as appropriate) with all earnable fees at risk.

1. Subjective Criteria

Subjective criteria will be established that may include schedule performance; management performance; technical performance; and cost performance. Means to measure fulfillment of the criteria will be described in the PEMP on an annual basis along with a mechanism to proportion the fee based on performance. The fee amount associated with the subjective component of the criteria will not exceed 25% of the available fee during any year of the contract.

- (1) Schedule Performance – The Contractor's performance in meeting schedules will be assessed based on:
 - (i) The degree of Contractor conformance with schedules as established;
 - (ii) The Contractor's early identification of schedule problems and inventiveness in overcoming them to maintain progress; and
 - (iii) The extent to which deliverables were submitted in accordance with established schedules.
- (2) Management Performance - The Contractor's effective and economical organization of all areas of effort including management and technical effort required to meet contract requirements. Particularly to be considered are:
 - (i) Achieving the community commitments.
 - (ii) Maintenance and upkeep of site facilities, systems and equipment.
 - (iii) Establishment of internal controls to assure proper supervision of the work force and economical completion of assigned tasks;
 - (iv) Coordination and cooperation with cognizant DOE officials to resolve problems that may arise in communications, planning, scheduling or other related areas; and

- (v) Overall effective use of available resources, dependability and general coordination with the program office, including response to dynamic/urgent requirements.
 - (vi) Whether the Contractor's project management status reports report monthly costs and show budget/schedule deviations at major milestones or from planned expenditures.
- (3) Technical Performance - The Contractor's technical performance to assess the following:
- (i) Overall technical approach and rationale;
 - (ii) Thoroughness of approach;
 - (iii) Innovativeness and creativity in approach; and
 - (iv) Integration of technical efforts.
 - (v) Quality of delivered products and services including:
 - a. whether products/services delivered comply with DOE and federal orders, directives, regulations, and statutes, as well as management instructions;
 - b. whether products/services demonstrate an appropriate level of professional due diligence, accuracy, clarity, and mission focus;
 - c. the overall quality of the Contractor's deliverable work products;
 - d. the extent and accuracy of any documentation, references, and background material accompanying a finished deliverable product; and
 - e. the appropriateness of the format and clarity of written products, considering the intended audience for the deliverable product.
- (4) Cost Control - The Contractor's cost control will be evaluated to assess:
- (i) Whether the actual costs for the performance are reasonable for the work effort completed and within task order estimates;
 - (ii) Effectiveness of cost planning;
 - (iii) Timeliness and accuracy of cost reporting;
 - (iv) Clarity of and ability to trace cost relative to work schedule/technical progress; and
 - (v) Effectiveness of cost reduction/cost avoidance initiatives.

2. Objective Criteria

Performance Based Incentives (PBIs):

PBIs are typically characterized by objectively measurable evaluation of Contractor performance. Such incentives reflect specified criteria against which actual performance will be evaluated. In most cases, PBIs will be evaluated based on quantifiable measurements. PBI's may be subjective, but attempts will be made where possible to identify measurable indicators of successful performance.

PBIs have specified fee allocated and payable upon completion of identified levels of work accomplished.

PBIs can be determined to be annual or Multi-year. Annual PBIs will be measured and evaluated at the end of the fiscal year. Multi-year incentives will be measured and evaluated upon completion of identified work.

IV. PERFORMANCE EVALUATION AND FEE DETERMINATION

A. Approval of Evaluation Criteria and Fee Amount

The evaluation criteria and fee amount are developed by the CBFO Manager, the CO, and CBFO program staff prior to obtaining any HCA approval, if required. The CBFO Manager or CO provides the PEMP to the Contractor via a contract modification.

B. Changes to Evaluation Criteria and Fee Amount

Approval by the CO and the FDO will be required for any changes to the evaluation criteria and fee amount.

C. Monitoring and Evaluation of Performance

1. **Monitoring Performance:** CBFO will monitor Contractor performance against the established subjective and objective evaluation criteria throughout the year and term of the PBI. Performance feedback to contractor may be provided periodically throughout the year.
2. **Evaluating Performance:** CBFO will perform evaluation of all subjective and objective evaluation criteria including validating its performance. Performance evaluation will include, but not limited to: physical walk-throughs, documentation of accomplishments, and any other methods that can validate the established evaluation criteria. Validation is accomplished before payment of earned fee can be made. Validation of performance is documented by CBFO.

For subjective criteria evaluation, the following adjectival ratings will be used:

EXCELLENT Contractor has exceeded all or almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

VERY GOOD Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

GOOD Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

SATISFACTORY Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award fee plan for the award fee evaluation period.

UNSATISFACTORY Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

The following is applied to the final adjectival rating(s) for the subjective evaluation criteria:

| Adjective Rating | Percentage of Subjective Component of Fee Earned |
|------------------|--|
| EXCELLENT | 91 to 100% |
| VERY GOOD | 76 to 90% |
| GOOD | 51 to 75% |
| SATISFACTORY | No Greater than 50% |
| UNSATISFACTORY | 0% |

D. Fee Pool

At the discretion of DOE, if an evaluation criterion is cancelled or modified, any unearned fee may be allocated to another evaluation criterion or criteria. Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool, but shall be forfeited.

The Carlsbad Field Office Manager or the Contracting Officer's Representative (COR) will determine the amount of Performance Based Incentive (PBI) fee earned and authorize payments within 30 calendar days of receipt of validation that a PBI has been accomplished.

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**ATTACHMENT D: SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT
FOR USE WITH THE PAYMENTS CLEARED FINANCING
ARRANGEMENT**

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

ATTACHMENT D

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement entered into this, _____ day of _____, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and _____, a corporation/legal entity existing under the laws of the State of _____ (hereinafter referred to as the Contractor) and _____, a financial institution corporation existing under the laws of the State of _____, located at _____ (hereinafter referred to as the Financial Institution).

RECITALS

- (a) On the effective date of _____, DOE and the Contractor entered into Agreement(s) No. _____, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit account shall be designated [name of Contractor] [account title] account.

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.

2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

[Name of office]
[Street address]
[City]
[State and Zip Code]
5. DOE shall authority funds that shall remain available to the extent that obligations have been incurrent in good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE solicitation No. DE-SOL-0002555, dated [REDACTED]. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term of _____ years, beginning on the _____ day of _____, _____, and ending on the day of _____, _____.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes administering the program in an effective and efficient manner of that precludes the effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of _____ pages, including the signature pages, to be executed as of the day and year first above written.

Date Signed

By _____
(Typed Name of Contractor Officer)

(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

(Name of Contractor)

(Signature of Witness)

By _____
(Name of Contractor's Representative)

Note: In the case of a corporation,
a witness is not required. Type or
print names under all signatures.

(Signature of Contractor's Representative)

(Title)

(Address)

(Date Signed)

(Name of Witness)

(Name of Financial Institution)

(Name of Financial Institution Representative)

(Signature of Witness)

(Signature of Financial Institution Representative)

Note: In the case of a corporation,
a witness is not required. Type
or print names under all signatures.

(Title)

(Address)

(Date Signed)

NOTE

The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

CERTIFICATE

I, _____, certify that I am the _____
of corporation named as Contractor herein; that _____,
who signed this Special Bank Account Agreement on behalf of the Contractor, was then
_____ of said corporation; and that said Special Bank
Account Agreement was duly signed for in behalf of said corporation by authority of its
governing body and is within the scope of its corporation powers.

(Corporate Seal) (Signature)

CERTIFICATE

I, _____, certify that I am the _____
_____ of the corporation named as the Financial Institution herein;
that _____, who signed this Agreement on behalf of the
Financial Institution, was then _____ of said Bank; and that said Special
Bank Account Agreement was duly signed for and in behalf of said Bank by authority of
its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

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ATTACHMENT E: PERFORMANCE GUARANTEE AGREEMENT

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ATTACHMENT F: GUIDANCE FOR PREPARATION OF DIVERSITY PLAN

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ATTACHMENT F

GUIDANCE FOR PREPARATION OF DIVERSITY PLAN

(See Contract Clause entitled "Diversity Plan")

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the Diversity elements and where these issues are already addressed in a Contract, the Contractor need only cross reference the location.

Work Force

This Contract includes clauses on Equal Opportunity and Affirmative Action. The Contractor should discuss its policies and plans for implementation of these clauses in its operations. If the Contractor already has procedures in place, these should be discussed and copies provided.

Educational Outreach

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may already be discussed in the proposal submitted for this Contract or in the Contract itself and could include: educational assistance allowance, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any program supporting Historically Black Colleges and Universities, Hispanic Serving Institutions and Native American Institutions.

Community Involvement and Outreach

An Offeror's proposal or this Contract may include a section dealing with community involvement and outreach activities. In that event, those sections may be cross-referenced and do not need to be repeated. Contractor community relation activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to Governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

Subcontracting

If appropriate to the Contractor, the contract will contain FAR 52.219-9 "Small Business Subcontracting Plan" and other small business related clauses. Additionally, the RFP may have contained additional guidance on small business subcontracting. The Contractor should briefly summarize its subcontracting plan. If the Contractor is participating, or plans to participate, in the Department's Mentor-Protégé Program, this involvement or planned involvement, should be summarized. Information concerning its subcontracting plans already submitted and approved do not need to be redeveloped or renegotiated.

Economic Development (Including Technology Transfer)

Many of the Department's contracts include clauses dealing with technology transfer. Planning or activities developed under such clauses may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business, small disadvantaged businesses, or woman-owned small businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.

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ATTACHMENT G: SUMMARY OF CONTRACT DELIVERABLES

SUMMARY OF CONTRACT DELIVERABLES

| | Deliverable Reference | Deliverable | DOE Action | Deliverable Due Date¹ |
|-----|------------------------------|---|-------------------|--|
| 1. | C.3.1.5 | Maintenance Plan | Approve | Within 6 months of contract award, updated annually |
| 2. | C.3.1.6 | Activity Based Cost Documents | Approve | Start of each fiscal year, after receipt of new fiscal year funding from EM |
| 3. | C.3.1.7 | Work Authorization Package and status of changes | Information | Monthly |
| 4. | C.3.3.1 | Integrated Safety Management System Description (ISMSD) | Approve | Within 60 days of contract award, and subsequent updates as required |
| 5. | C.3.4.1 | Quality Assurance Project Plan | Approve | Within 30 days of contract award |
| 6. | C.4.3.1 | Research and Development Initiatives | Approve | As Required |
| 7. | H.4 | Contractor Employee Compensation Plan | Approve | no later than 30 days before the end of transition |
| 8. | H.4 | Annual Contractor Salary-Wage Increase Expenditure Report | Information | Annual |
| 9. | H.4 | Annual Report of Contractor Expenditures for Employee Supplemental Compensation | Information | March 1 of every year |
| 10. | H.4 | A performance self-assessment of the Total Compensation System implementation and results | Approval | TBD and update |
| 11. | H.4 | A determination of cost allowability for reimbursement | Approval | TBD |
| 12. | H.4 | Pension Management Plan (PMP) | Approval | Annual, 45 days after the last day of the Plan year along with its draft actuarial valuation |
| 13. | H.4 | Actuarial Valuation Reports, Forms 5500, Forms 5300 | Approval | B=By the due date for filling IRS Form 5500. |

¹ All days refer to calendar days.

| | Deliverable Reference | Deliverable | DOE Action | Deliverable Due Date¹ |
|-----|------------------------------|--|-------------------|--|
| 14. | H.5 | Workforce Transition Plan (WF Transition Plan) | Approval | Within 10, 15, 30, and 60 days of contract award |
| 15. | H.5 | Benefits Transition Plan | Approval | 20 and 30, 45, and 60 days after contract award |
| 16. | H.10 | Small Business Subcontracting Plan | Approve | With proposal and prior to the beginning of each fiscal year |
| 17. | H.11 | Small Business and Small Disadvantaged Business Participation Targets | Approve | With proposal |
| 18. | H.22 | Work Breakdown Structure (WBS) | Approve | TBD, update as required |
| 19. | H.22 | General Management Reports | Information | TBD |
| 20. | H.22 | Schedule/Labor Cost Reports | Information | TBD |
| 21. | H.22 | Performance Measurement Reports | Information | TBD |
| 22. | H.22 | Technical Reports | Information | TBD |
| 23. | H.22, H.23 | Description Of Work | Approve | Prior to the start of each fiscal year |
| 24. | H.22 | Budget Of Estimated Costs | Approve | Prior to the start of each fiscal year |
| 25. | H.22, H.23 | Schedule Of Performance For The Work To Be Performed | Approve | Prior to the start of each fiscal year |
| 26. | H.27 | Implementation Plan for Employee Concerns Program (ECP) | Approve | Within 90 days of contract award |
| 27. | H.28 | Updated Integrated Safety Management System (ISMS) Description Document | Approve | Within 60 days of contract award and annually on September 1st |
| 28. | H.44 | Management of Litigation Procedure(s) | Approve | Within 60 days after effective date of contract, updated as required |
| 29. | H.45 | Cyber Security Program (Standards for Security Categorization of Federal Information and Information Systems; Computer Security Threat and Vulnerabilities Statement; and Computer Security Risk Assessment and Mitigation; System | Approve | Within 90 days of contract award; TBD for subsequent deliverables |

| | Deliverable Reference | Deliverable | DOE Action | Deliverable Due Date¹ |
|-----|------------------------------|---|--|--|
| | | Security Plan); and other subsequent deliverables | | |
| 30. | H.49 | 1. Records Management Plan 2. Vital Records Program / Plan 3. Records Disposition Plan | Approve (CBFO RMFO review) | Within 60 days of contract award |
| 31. | H.49 | 1. Records File Plan Update 2. Vital Records Update | Approve (CBFO RMFO review) | Annually |
| 32. | H.49 | Privacy Act List of Systems of Records | Approve (Also DOE Privacy Act Officer) | Within 90 days of contract award |
| 33. | H.49 | Records Disposition Plan Update | Approve (CBFO RMFO review) | Prior to implementation |
| 34. | H.51 | Contractor Community Commitment Plan | Approve | Annually |
| 35. | K.16 | Written Workplace Substance Abuse Program | Approve | Within 30 days of contract award |
| 36. | I.10 | Code Of Business Ethics And Conduct | Information | Within 30 days after contract award |
| 37. | I.10 | Business Ethics Awareness And Compliance Program | Information | Within 90 days after contract award |
| 38. | I.10 | Internal Control System | Information | Within 90 days after contract award |
| 39. | I.29 | Certificate of Current Cost or Pricing Data | Approve | Prior to contract award |
| 40. | I.37 | Small Disadvantaged Business Participation Targets | Information | At contract completion if required |
| 41. | I.40 | Hazardous Material List | Approve | With proposal, updated as required |
| 42. | I.40 | Material Safety Data Sheet | Information | Required when offeror is deemed an "apparent successful offeror", update as required |
| 43. | I.85 | Property management plans, systems, and procedures | Approve | Within 30 days after the Contractor assumes full responsibility of the contract |
| 44. | I.85 | 1) Report of periodic physical inventory results 2) Reports of property inventory data into the database system (PIDS) | Approve | Annually NLT Sep 30 |
| 45. | I.85 | 1) GSA report of property | Approve | Annually NLT Oct 31 |

| | Deliverable Reference | Deliverable | DOE Action | Deliverable Due Date¹ |
|-----|------------------------------|--|-------------------|--|
| | | furnished to non federal activities 2) GSA report of sales and exchange transactions | | |
| 46. | I.85 | 1) Balanced scorecard self-assessment report for the current FY 2) Motor vehicle fleet reports (FAST) | Approve | Annually NLT Dec 15 |
| 47. | I.85 | Balanced scorecard self-assessment plan for the new FY | Approve | Annually NLT Oct 15 |
| 48. | I.85 | 1) Reports of loss, damage, destruction or theft of property 2) Special reports for motor vehicles | Approve | 1) When it becomes known 2) as required |
| 49. | I.85 | Final physical completion or termination inventory | Approve | 45 days prior to contract completion or upon termination |
| 50. | I.99 | Organization Chart | Approve | Within 30 days after the Contractor assumes full responsibility of the contract |
| 51. | I.107 | Cost Reduction Proposals (CRPs) | Approve | As required |
| 52. | I.109 | Work For Others Program | Approve | As required |
| 53. | I.112 | Documentation of Safety Management System (System) | Approve | TBD |
| 54. | I.115 | Diversity Plan | Approve | Within 90 days after effective date of contract |
| 55. | I.124 | List of All Subject Inventions | Information | As requested and within 3 months of the date of completion of contracted work |
| 56. | I.129 | Statement of Costs Incurred and Claimed | Approve | Annually |
| 57. | I.130 | Internal Audit Implementation Design | Approve | Upon contract award, the exercise of any contract option, or the extension of the contract |

| | Deliverable Reference | Deliverable | DOE Action | Deliverable Due Date¹ |
|-----|------------------------------|--|-------------------|--|
| 58. | I.130 | Annual Audit Report Of Audit Activities Undertaken During The Previous Fiscal Year | Information | Annually, prior to January 31 of the contract performance period |
| 59. | I.130 | Annual Audit Plan For The Activities To Be Undertaken By The Internal Audit Organization During The Next Fiscal Year | Information | Annually, prior to June 30 of the contract performance period |
| 60. | I.134 | Plan For New Financial Management Systems And/Or Subsystems And Major Enhancements And/Or Upgrades To The Currently Existing Financial Systems And/Or Subsystems | Approve | Annually |
| 61. | I.140 | Accounting of Government Property | Information | Upon completion of work or termination of contract |
| 62. | I.140 | Baseline Inventory Of Government Property | Information | Within six months after execution of the contract |

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ATTACHMENT H: DEPARTMENT OF LABOR WAGE DETERMINATION

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ATTACHMENT I: CONTRACTOR COMMUNITY COMMITMENT PLAN

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SECTION J

**ATTACHMENT J: FY2011 ANNUAL PERFORMANCE AGREEMENT WITH THE
ASSISTANT SECRETARY**

Office of Environmental Management Performance Agreement with the Assistant Secretary

Overview

The Office of Environmental Management (EM) is working to complete the safe cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research. For FY 2011, EM's commitments advance the program and management goals, priorities, and expectations of Assistant Secretary Inés Triay and move us toward a more efficient and effective organization. We have begun the difficult task of developing and implementing a new business model that reflects a management philosophy of empowering the Field with the authorities and resources necessary to successfully execute the EM Program mission. This business model also supports EM leadership's vision of creating an enduring management model that normalizes and enhances EM's ability to function as a high-performing organization. The expectation is that EM will perform at such a high level that the Government Accountability Office removes it from the list of high-risk organizations. This new business model will be a major step forward in achieving this goal.

Building on Our Success

Since the start of the EM organization in the late 1980s, we have accomplished much for the Nation in fulfilling our cleanup mission. In FY 2011, we will continue to build on our progress by improving our safety performance; realigning the Headquarters/Field authorities and resources; improving project performance; achieving excellence in leadership; and establishing strategic options for the EM portfolio.

Improving Our Processes

With the new business model, we are improving the measures for these commitments. They are more specific, quantified, and meaningful for managers, employees, and stakeholders. This agreement is the commitment by the Environmental Management leadership team to turn resources into results. We will continually improve EM as we create an organization that works better and costs less.

EM's primary responsibility is the safe cleanup of the environmental legacy. It is the purpose for which Congress established the EM Program. Programmatic success will be measured by *what* is accomplished, i.e., the number of sites restored, quantities of material treated and disposed of, amounts of soil and groundwater remediated, etc. However, overall success will also be measured by *how* the program is managed, i.e., through critical management goals such as safety performance, project and contract management, and excellence in business management practices and leadership.

Mission

To safely transform the environmental legacy into assets available for the Nation's future by completing quality cleanup work on schedule and within cost, delivering demonstrated value to the American taxpayer.

Vision

To be viewed as one of the best managed government programs and the employer of choice in the Federal Government.

Principles and Values

In February 2010, Secretary of Energy Chu issued seven management principles to guide the Department of Energy in fulfilling its mission and in its daily operations. The Office of Environmental Management has fully embraced these principles.

1. Our mission is vital and urgent.
2. Science and technology lie at the heart of our mission.
3. We will treat our people as our greatest asset.
4. We will pursue our mission in a manner that is safe, secure, legally and ethically sound, and fiscally responsible.
5. We will manage risk in fulfilling our mission.
6. We will apply validated standards and rigorous peer review.
7. We will succeed only through teamwork and continuous improvement.

In addition to the Department's Management Principles, the Office of Environmental Management has developed a set of core values that serve as the "rules of the road" on our journey to excellence.

1. We care about our mission, have a sense of urgency in the pursuit of our goals and a desire for quality in our work.
2. We demonstrate accountability by taking ownership, meeting our commitments, and admitting our mistakes.
3. We acknowledge and reward individual and team successes.

4. We talk directly and honestly to each other to resolve conflict in a timely and respectful manner.
5. We communicate clearly and concisely and check for understanding.
6. We ask for help when we need it and we look for ways to help each other succeed.
7. We have a questioning attitude and pursue issues until a decision is made.

Program-Related Commitments

EM continues to pursue its cleanup objectives within the overall framework of achieving the greatest risk reduction benefit per radioactive content and overlaying regulatory compliance commitments and best business practices to maximize cleanup progress. To support this approach EM has prioritized its cleanup activities:

- Essential activities to maintain a safe, secure, and compliant posture in the EM complex
- Radioactive tank waste stabilization, treatment, and disposal
- Spent nuclear fuel (SNF) storage, receipt, and disposition
- Special nuclear material (SNM) consolidation, stabilization, and disposition
- Transuranic (TRU) and mixed/low-level waste (M/LLW) disposition
- Groundwater and soil remediation
- Excess facilities deactivation and decommissioning (D&D)

Under each of our Program Goals, EM has established strategies that address our most significant goals. Under each strategy, and consistent with our budget for FY 2011, we have established “measures of success.” In this FY 2011 Agreement, we have set forth a total of 21 program-related strategies and 15 measures of success.

The following Program Goals, strategies and metrics are our commitments for FY 2011 as we strive to raise the level of our overall performance. In several instances our metrics go beyond the levels defined in our individual performance plans and are intended to stretch the organization and develop a team commitment to EM’s strategic goals. Where indicated, a few of the particularly demanding metrics are expressed as ranges with the intent to bound meeting versus exceeding expectations.

Goal 1. Complete the three major tank waste treatment construction projects within the approved baselines.

- Work with the Federal staff, contractors, and union representatives to ensure that the projects have the necessary tools (such as technology resources, innovative tools to maintain motivation, and a strong owner's presence) to succeed in the most efficient manner.
- Partner with national laboratories, industry, academia, and the Corps of Engineers to ensure the best scientific and engineering resources are used, so that the technologies selected for development and deployment and the design and construction approaches used will help reduce risk, lower cost, and accelerate project completion.
- Establish an integrated design/engineering testing and commissioning framework across the EM complex to support project teams and enhance technical decision-making.
- Use the Code of Record concept to only make project changes that are essential to project success.
- Use Construction Project Reviews (CPRs) to identify and assist in resolution of key project issues related to scope, cost, schedule, project risk management, and technical approach.
- Ensure the contract fee is aligned with completion of each capital asset.

Success will be measured by:

FY 2011 Metric 1.1: *Project cost and schedule performance indices between 0.9 and 1.15.*

FY 2011 Metric 1.2: *Ninety (90) percent of CPRs are performed as scheduled and demonstrate continuous improvement in the severity and impact of CPR recommendations.*

FY 2011 Metric 1.3: *Ninety (90) percent of Corrective Actions associated with recommendations identified in CPRs are finished within six months of the completion of each CPR.*

FY 2011 Metric 1.4: *Interim success parameters, including schedule milestone metrics for each project, are developed by 12/30/10, and are evaluated monthly and used to predict project success.*

Goal 2. Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy.

- Develop an R&D roadmap for the development and application of advanced modeling and simulation tools to accelerate progress on EM challenges in 2011.
- Engage the Department's basic and applied research capabilities to develop novel methods for addressing high-level waste that can accelerate progress and reduce costs of this multi-decadal program.

- Prioritize the technology development and deployment (TDD), base, and applicable Recovery Act funds to best achieve this goal.
- Integrate and manage the TDD investment and insert technologies at appropriate maturity.
- Continue to use the National Academy of Sciences, Environmental Management Advisory Board, EM Technical Experts Group, and the expertise of EM Federal staff to inform us on how best to achieve reductions in the life-cycle cost for the tank waste mission.
- Provide Blue Ribbon Commission (BRC) information and cost benefits based on current plans and potential improvements.
- Use appropriate system planning models to demonstrate the benefit of deploying state-of-the-art technologies and/or more effective strategies in order to reduce the life-cycle cost of the tank waste cleanup mission.

Success will be measured by:

FY 2011 Metric 2.1: *The Enhanced Tank Waste Strategic Investment Portfolio (ETW-SIP) is developed by 9/30/11, consistent with EM's long-term vision to accelerate the cleanup schedule by six years at Savannah River Site (SRS), reducing environmental liability/life-cycle costs by \$3 billion at SRS.*

FY 2011 Metric 2.2: *The Enhanced Tank Waste Strategic Investment Portfolio (ETW-SIP) is developed by 9/30/11, consistent with EM's long-term vision to accelerate the cleanup schedule by seven years at Hanford, reducing environmental liability/life-cycle costs by \$16 billion at Hanford.*

FY 2011 Metric 2.3: *Ensuring budget planning such that both Hanford and SRS baselines reflect the new transformational technologies required to support the ETW-SIP by 9/30/11.*

FY 2011 Metric 2.4: *Ensuring that requirements and appropriate baseline planning at Hanford and SRS are complete by 6/30/11 to support the ETW-SIP using new transformational technologies.*

FY 2011 Metric 2.5: *By 9/30/11, developing and utilizing EM's strategic planning tools to identify the benefits of deploying state-of-the-art technologies and/or more effective strategies to reduce the life-cycle cost of the tank waste cleanup mission.*

Goal 3. Complete disposition of 90 percent of legacy TRU waste by the end of 2015.

- Centralize the characterization of small quantity sites' TRU waste in Idaho.
- Expand and enhance Central Characterization Program capabilities.
- Utilize shielded canisters to accelerate transportation and disposal of RH TRU wastes.
- Process and dispose of Large Box TRU, utilizing the TRUPACT-III.
- Align contract incentives at Waste Isolation Pilot Plant (WIPP) and TRU generator sites to support specific legacy TRU disposition targets each year.

Success will be measured by:

FY 2011 Metric 3.1: Attaining a disposition rate of 6,000 to 8,000 cubic meters (meets/exceeds, respectively) of TRU waste across the EM complex by 9/30/11.

FY 2011 Metric 3.2: Completing the disposition of TRU waste from six to eight (meets/exceeds, respectively) of the eight small quantity sites identified in the Carlsbad Field Office (CBFO) TRU Waste Acceleration Plan by 9/30/11.

FY 2011 Metric 3.3: Meeting 90 percent of legacy TRU disposition related site regulatory milestones by 9/30/11.

Goal 4. Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015.

- Utilize \$6 billion from the American Recovery and Reinvestment Act.
- Work with regulators and stakeholders to ensure compliance and timely implementation of required cleanup actions.
- Focus on completion of EM activities (transuranic waste, low-level waste, soil and groundwater, and D&D) resulting in reduced environmental risks to the community.

Success will be measured by:

FY 2011 Metric 4.1: Reducing the active EM footprint from 931 to approximately 560 square miles by 9/30/11.

FY 2011 Metric 4.2: Delivering on 90 to 100 percent (meets/exceeds, respectively) of EM's compliance commitments (acceleration of 46 milestones by 9/30/11).

FY 2011 Metric 4.3: *Accelerating the legacy cleanup at Brookhaven National Laboratory (BNL), SLAC National Accelerator Laboratory (SLAC), and Separations Process Research Unit (SPRU) to allow completion by 9/30/11.*

Management-Related Commitments

EM continues to pursue its commitment to becoming a high-performing organization guided by its vision of excellence, core values, its Roadmap to Excellence, and the implementation of its new business model. To support this approach, EM has identified the following Management Goals, strategies, and metrics for our FY 2011 contract.

Under each of our Management Goals, EM has established strategies that address our most significant goals. Under each strategy, and consistent with our budget for FY 2011, we have established “measures of success.” In this FY 2011 Agreement, we have set forth a total of 16 Management-related strategies and 18 measures of success.

Goal 5. Improve safety, security and quality assurance towards a goal of zero accidents, incidents, and defects.

- Ensure that EM sites and projects integrate safety, security and quality, and evaluate performance indicators that measure these functions, throughout the applicable life-cycle including procurement, design, engineering, construction, commissioning, operation, deactivation/decommissioning, and environmental restoration.
- Use sound science and engineering along with developing a proactive relationship with the Defense Nuclear Facilities Safety Board (DNFSB) to expeditiously resolve Board concerns and issues.
- Ensure EM Headquarters and Field elements continue to identify and deploy strategies and approaches that guarantee strong safety and security cultures are in place, such as Human Performance Improvement, performance and vulnerability assessments, and enhancement of the self-assessment process, focusing improvement efforts on areas of poorest performance.
- Employ a risk-based decision-making process for operation and decommissioning of EM facilities.

Success will be measured by:

FY 2011 Metric 5.1: *Maintaining an average Total Recordable Case rate of <1.3 and a Days Away from Work, Restricted Work or Transfer case rate of <0.6 – 0.7 (exceeds/meets, respectively).*

FY 2011 Metric 5.2: Attain and maintain zero cases where poor quality assurance practices by vendors, subcontractors, and prime contractors results in the installation of defective equipment or software within EM nuclear facilities.

FY 2011 Metric 5.3: Attain a level of zero to 20 percent overdue action items (exceeds/meets, respectively) resulting from DNFSB letters or recommendations, as identified in the DOE Safety Issues Management System by 9/30/11.

FY 2011 Metric 5.4: Developing a concise statement by 9/30/11 that defines EM's vision that can be used to improve the effectiveness and focus of EM's annual ISM validation.

FY 2011 Metric 5.5: Developing an interim EM risk informed decision-making policy, and associated requirements and guidance by 9/30/11.

Goal 6. Improve contract and project management with the objective of delivering results on time, and within cost.

- Use the EM Contract and Project Management Corrective Action Plan as a starting point and create an internal quality assurance process that will lead to successful and sustained execution of EM contract and project management improvements.
- Improve and expand the use of independent contract and project reviews, construction project reviews, peer reviews, and external independent reviews to keep contracts and projects aligned and on track. Conduct verification and validation reviews to ensure that performance data is credible and reliable.
- Strengthen the integration of acquisition and project management processes so that contract statements of work and deliverables are based on clear project requirements, robust front-end planning and risk analysis, ensuring that nuclear safety requirements are addressed early, and changes to contract and project baseline and the contract are managed through strict and timely change control processes.
- Complete restructuring of the EM cleanup projects into smaller, more definitive capital projects and non-capital operations activities. Adhere to DOE Order 413.3A for planning and execution of capital assets and follow the same discipline for managing the non-capital asset operations activities, e.g., establishing approval authorities, performance goals and metrics, project director designation, and change control procedures.
- Become a stronger owner by holding contractors accountable and pursue partnering relationships to create win-win scenarios, where both the Federal staff and contractor staff understand and respect the rules of engagement and build better business relationships. Also, build stronger relationships with oversight organizations to improve communications and demonstrate transparency and accountability in EM's contract and project management.

- Develop EM-specific cost estimating policy, guidance, historical cost databases, and expertise to improve our ability to perform Independent Government Cost Estimates as well as Independent Cost Reviews and validation of contractor-generated cost estimates.
- Invest in personnel development by providing training and career development in contract and project management.

Success will be measured by:

FY 2011 Metric 6.1: *Completing 90 percent of capital asset projects (initiated after the DOE Root Cause Analysis report was issued) within 10 percent of original cost and schedule performance baselines unless otherwise impacted by a directed change by 9/30/11.*

FY 2011 Metric 6.2: *Maintaining at least 95 to 98 percent (meets/exceeds, respectively) of project performance data reporting in IPABS/PARS II error free by 9/30/11.*

FY 2011 Metric 6.3: *Approving 80 percent of contract performance baselines within 180 days from contractor's final accepted submission.*

FY 2011 Metric 6.4: *Finalizing 80 percent of change orders within 180 days.*

FY 2011 Metric 6.5: *Negotiating 90 percent of project changes that require contract modifications in advance of Acquisition Executive approval by 9/30/11.*

FY 2011 Metric 6.6: *Managing life-cycle costs within five percent of current EM program portfolio using FY 2011 Budget and Planning Guidance by 9/30/11.*

FY 2011 Metric 6.7: *Implementing partnering agreements for at least five major contracts by 9/30/11.*

FY 2011 Metric 6.8: *Ensuring 85 percent of contracting series workforce has appropriate certification.*

FY 2011 Metric 6.9: *Ensuring 90 percent of projects have Federal Project Directors certified at the appropriate level assigned to projects no later than Critical Decision 3.*

FY 2011 Metric 6.10: *Achieving EM overall prime contract small business goal of five percent.*

Goal 7. Achieve excellence in management and leadership, making EM one of the best places to work in the Federal Government.

- Benchmark best-in-class agencies (the Nuclear Regulatory Commission ranked number one in this year's Partnership for Public Service [PPS] survey) and develop improvement

plans in the areas of leadership, planning, performance tracking, work/business processes, customer service/relations, and accountability.

- Utilize the Federal Employee Viewpoint Survey (EVS), the PPS Survey, and follow-up targeted surveys such as 360-degree evaluations to address those attributes of management and leadership that EM must direct particular attention to if it is to become best-in-class in the Federal Government.
 - Create an EM Continuous Improvement Program that incorporates all lessons learned from previous oversight reports to improve the efficiency and effectiveness of EM operations.
- Establish sustainability goal targets for Field Offices and projects.
- Support DOE corporate management improvement initiatives.

Success will be measured by:

FY 2011 Metric 7.1: *Developing and implementing a Continuous Improvement Program by 3/31/11 and measuring performance through monthly reviews.*

FY 2011 Metric 7.2: *Implementing 75 percent of recommendations of the Employee Viewpoint Survey Working Group and soliciting feedback by 9/01/11.*

FY 2011 Metric 7.3: *Conducting benchmarking with best-in-class agencies by 3rd Quarter FY 2011, and performing a gap analysis and developing recommended actions to close gaps by 9/30/11.*

Measurement and Monitoring of Performance

To maintain focus, a sense of urgency, and to have a real impact on performance, there will be periodic reviews of progress, discussion of difficulties encountered, and agreement on appropriate actions. These reviews will be held between the Assistant Secretary and/or her designees and EM's management leadership. Any specific reporting requirements will be developed jointly with the EM managers.

Assistant Secretary Support

In order to accomplish the goals herein described, it is the Assistant Secretary's objective to provide visible, high profile support by:

- Ensuring that the necessary resources are in place to promote the success of these goals;

- Communicating goal achievement and progress periodically through EM Updates, EMFEDCAST and other media;
- Championing each X-Team's efforts to implement their action plans;
- Formally recognizing superior efforts in achieving goals through incentive awards; and,
- Communicating, negotiating and mitigating responses and issues with senior Department and private sector official.